

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WISCONSIN**

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**PETER LUEBKE,  
individually, and on behalf of  
all others similarly situated,**

**Plaintiff,**

**CASE NO. 17-cv-969-WED**

**v.**

**WISCONSIN ELECTRIC POWER COMPANY d/b/a  
WE ENERGIES,**

**Defendant.**

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**ORDER**

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The parties have stipulated to amend the Amended Settlement Agreement (ECF No. 68-1) as follows:

1. Section IV(I)(3) shall state that: “We Energies will pay the amounts allocated to Class Members who are classified as *active employees* within its HRIS systems (“Active Employee Class Members”) from the Wage Settlement Fund and/or Additional Wage Settlement Fund on its next regularly scheduled payroll date, via direct deposit, to an employee’s current account designation(s), on March 15, 2019. The payments from the

Wage Settlement Fund and/or Additional Wage Settlement Fund to Active Employee Class Members will be treated as a separate line item on the Active Employee Class Members' electronic pay stubs, will be subject only to applicable state, federal, and court-ordered deductions and withholdings, and will not be otherwise subject to further deduction or characterization."

2. Section IV(I)(3) shall further state that: "On or before March 15, 2019, Rust Consulting, a third-party settlement administrator, shall provide Plaintiff's Counsel separate checks for all other payments due under the Amended Settlement agreement, specifically: payments to Active Employee Class Members from the 1099 Penalty Settlement Fund and Additional 1099 Penalty Settlement Fund; payments to those Class Members who are not currently "active employees" in We Energies' HRIS systems ("Inactive Class Members") from the Wage Settlement Fund, Additional Wage Settlement Fund, 1099 Penalty Settlement Fund, and Additional 1099 Penalty Settlement Fund; the Service Payment to Peter Luebke; and the Attorneys' fee payment to Plaintiff's Counsel."

The court **approves** the parties' stipulation (ECF No. 81) and the Amended Settlement Agreement (ECF No. 68-1) is amended accordingly. All other provisions remain the same.

**SO ORDERED.**

Dated at Milwaukee, Wisconsin this 14th day of March, 2019.

  
WILLIAM E. DUFFIN  
U.S. Magistrate Judge